



UNITED STATES  
NUCLEAR REGULATORY COMMISSION

WASHINGTON, D.C. 20555-0001

OCT 02 2012

Purdue Research Foundation  
ATTN: Thomas Wright  
1063 Hovde Hall, Purdue University  
West Lafayette, IN 47907-1063

Dear Mr. Wright.

SUBJECT: MODIFICATION NO. 16 TO TASK ORDER NO. 6 ENTITLED "SNAP RUNTIME  
AND OUTPUT VISUALIZATION DEVELOPMENT" UNDER CONTRACT NO.  
NRC-04-97-046

The purpose of this modification is to incorporate into TO#6 the attached copyright clause.  
Accordingly, the attached clause is hereby made a part of TO#6. All other terms and conditions  
remain unchanged.

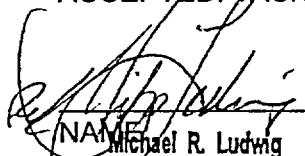
Please indicate your acceptance of this task order by having an official, authorized to bind your  
organization, execute three copies of this document in the space provided and return two copies  
to the Contract Specialist. You should retain the third copy for your records.

Sincerely,

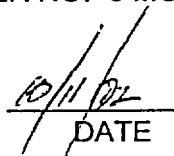
  
Stephen M. Pool, Contracting Officer  
Division of Contracts

Enclosure:  
As stated

ACCEPTED: TASK ORDER NO. 6 MOD 16

  
NAME Michael R. Ludwig  
Associate Director

Sponsored Program Administration

  
DATE

TITLE

(A) The NRC may, pursuant to Section (c) of FAR Clause 52-227-14, direct the contractor to claim a copyright in computer software and associated data first produced in the performance of this contract. In addition to the general government license rights identified in Section (c) of FAR Clause 52-227-14, such copyright shall be subject to the following Special Nuclear Purpose License rights:

In addition to the license rights granted the government under paragraph (c) of Section I of the contract, 52.227-14 RIGHTS IN DATA-GENERAL (JUN 1987), the contractor grants the NRC and others acting on its behalf an exclusive, paid up, worldwide, irrevocable license to distribute the code for nuclear health and safety purposes, which may include analyses of operational, decommissioned, or designs of nuclear reactor systems and other such facilities involving nuclear technology performed by parties which may include but are not limited to licensees, vendors, contractors, educational institutions, public interest groups, participants in NRC international agreement programs and other government agencies. Further, consistent with NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST, the contractor agrees that it will not sell or distribute the code to or for the use of such parties or participants and that it will not provide technical services relating to the code to such parties or participants, unless authorized by NRC. In addition, NRC retains the right to improvements made to the code resulting from the contractor's commercial activity that the NRC contracting officer determines are of use for nuclear health and safety purposes. Further, the contractor agrees to include in any licensing agreement that it may enter into with a third party such limitations as are necessary to preserve the rights of the government, and limit the sale and distribution of the software as described above and as limited by the U.S. Departments of Commerce and State concerning foreign sales.